

In the High Court of Punjab and Haryana, at Chandigarh**Civil Revision No. 2869 of 2023****Date of Decision: 17.08.2023**

Satnam Kaur and Another

... Petitioner(s)

Versus

Shamsher Singh

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.Present: Mr. Chandandeep Singh, Advocate
for the petitioner(s).Mr. Parth Goyal, Advocate
for Mr. Vishal Sharma, Advocate
for the respondent.**Anil Kshetarpal, J.**

1. The petitioners before this Court are the defendants in a suit for possession by way of specific performance of the agreement to sell. They, after having filed a detailed written statement, filed an application for permission to amend the written statement when the evidence of the plaintiff was being recorded. The defendants want to add the following paragraphs in the written statement:-

“4. That no notice had been received by the defendants in this case. That plaintiff had never sent any notice to the defendants and had never demanded any money nor the plaintiff had stated us regarding any agreement between him and deceased Jugdeep Singh.

5. It is to be mentioned that Jugdeep Singh had never done any agreement nor he had done any sale deed and he had never signed agreement papers of sale of the concerned property as

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Jugdeep Singh was earning rental income from the said property. The said agreement is false and frivolous and is denied by the defendants. That it is to be mentioned that Jugdeep Singh had received Rs. 90000/- as loan for the repair of the concerned quarters of the said property and the repair was duly done. Jugdeep Singh had never sold the property to anyone and had never received any amount of Rs. 12 lacs from the plaintiff as sale consideration.

6. *That Jugdeep Singh now deceased had only received Rs. 90000/- rupees from the plaintiff and he had informed both the defendants regarding this fact and the amount was returned duly to the plaintiff and plaintiff had misused the documents and had been taking advantage of untimely death of Jugdeep Singh as he had been drinking with the plaintiff and they were having friendly relations. The deceased Jugdeep Singh had taken loan from the plaintiff and he had signed the blank stamp papers only for the purpose of returning the loan of Rs.90,000/- as security, but he had never done any agreement with the plaintiff and this is misuse of the loan papers.*

7. *That the plaintiff has forged and created false documents and he had created this void agreement to usurp the property of Jugdeep Singh by taking advantage of untimely death of Jugdeep Singh that this the case of cheating and the agreement is unenforceable in the eyes of law. The deceased was drunkard person and he used to takes drinks with the plaintiff and he had told the defendants that he had repaid his loan to the plaintiff and plaintiff is not giving him back his loan documents and his cheating Jugdeep Singh. The plaintiff had created false documents on false witnesses and false facts.*

8. *That the defendants had never received any application or summons from Tehsildar office. No one had approached the defendants regarding any remand of registry nor the plaintiff*

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had approached the defendants ever for the registry of said property be done. The defendants had only received directly the summons in the present case.”

2. The alleged agreement to sell was executed by Jagdeep Singh. In para 3 of the written statement, the petitioners submitted that Jagdeep Singh executed full and final payment of agreement on 25.05.2015. In fact, an elaborate written statement filed by the petitioners running into more than eight pages has already been filed. As per the Order VI Rule 2 of the Code of Civil Procedure, 1908, only the relevant facts, in brief, are required to be stated in the pleadings. The law does not require the party to the suit to incorporate the evidence in his or her pleadings. Moreover, the trial has also commenced.

3. Keeping in view the aforesaid facts, no ground is made out to interfere. Hence, the present revision petition is dismissed.

(Anil Kshetarpal)
Judge

August 17, 2023

“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No